

**COUNCIL OF THE CITY OF ABERDEEN  
RESOLUTION NO. 21-R-02**

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**Date Introduced:** May 25, 2021  
**Sponsored By:** Councilman Adam M. Hiob and Councilwoman Sandra J. Landbeck  
**Public Hearing:** June 21, 2021  
**Amendments Adopted:** None  
**Date Adopted:** July 12, 2021  
**Date Effective:** August 26, 2021

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**RESOLUTION NO. 21-R-02**

**LOCKSLEY MANOR, INC.  
ANNEXATION**

**RESOLUTION OF THE CITY OF ABERDEEN TO EXTEND  
THE CORPORATE BOUNDARIES OF THE TOWN,  
SUBJECT TO CERTAIN TERMS AND CONDITIONS, AND  
TO DESIGNATE THE ZONING CLASSIFICATION OF  
THE LAND BEING ANNEXED.**

1           A Resolution of the City of Aberdeen, adopted pursuant to the authority of Article  
2   XI-E of the Constitution of Maryland and Sections 4-402 and 4-404 of the Local Government  
3   Article of the Annotated Code of Maryland, to enlarge the corporate boundaries of the City of  
4   Aberdeen by annexing to said corporate boundaries 206.358 acres of land, more or less, as  
5   surveyed, contiguous to and adjoining the present corporate boundaries of the City of Aberdeen,  
6   being those pieces, parcels or tracts of land more particularly described hereinafter in a metes  
7   and bounds description incorporated herein as Exhibit A for Parcels A, B, C, and D.

8           **WHEREAS**, Petitioner Locksley Manor, Inc., the owner of the properties herein  
9   described on Exhibit A, requested the City of Aberdeen, by a Petition for Annexation, to

1 consider annexation of said property to the lands included within the corporate limits of the City  
2 of Aberdeen. The Petition was accepted by the City. The property to be annexed, as described on  
3 Exhibit A, is comprised of four parcels of land that are contiguous to and adjoin the existing  
4 boundaries of the City of Aberdeen, and contains a total of 206.358 acres of land, more or less,  
5 as surveyed; and

6 **WHEREAS**, as required by Section 4-404 of the Local Government Article of the  
7 Annotated Code of Maryland, the consent for the proposal has been received from the owner of  
8 not less than 25 percent of the assessed valuation of the real property located in the area to be  
9 annexed; and

10 **WHEREAS**, the consent has been verified by the Mayor of the City of Aberdeen and  
11 meets the requirements of the law; and

12 **WHEREAS**, there is one individual residing within the area to be annexed and who is a  
13 registered voter in Harford County elections, and from whom consent to the annexation has been  
14 received in the Petition for Annexation.

15 **NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City  
16 of Aberdeen, that the corporate boundaries of the City of Aberdeen be and the same are hereby  
17 enlarged by adding or annexing thereto the areas contiguous to and adjoining the present City  
18 corporate boundaries the land as particularly described in the metes and bounds survey property  
19 descriptions prepared by Bay State Land Services, accompanying this Resolution as Exhibit A  
20 and incorporated by reference as a part hereof.

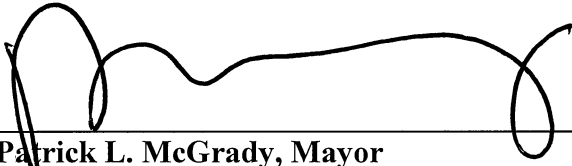
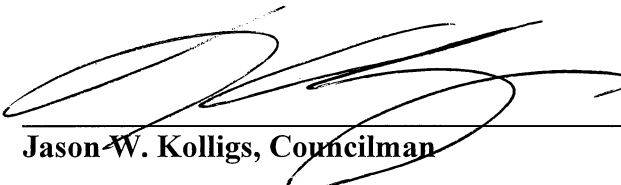
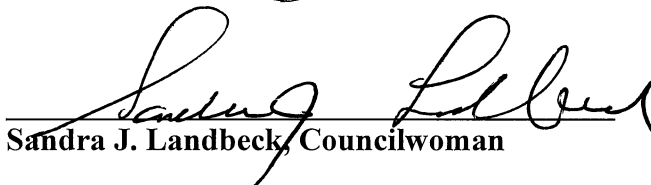
21 **AND BE IT FURTHER RESOLVED** that the conditions and circumstances applicable  
22 to the change in the said corporate boundaries and to the residents and the property in the area so  
23 annexed are as follows:

1           (a) That after the effective date of the amendment to the boundaries of the City of  
2   Aberdeen provided for by this Resolution, the property annexed into the City of Aberdeen by this  
3   Resolution, and all owners of such property and all persons residing within the areas annexed,  
4   shall be subject to the Charter, Code, laws, ordinances and resolutions of the City of Aberdeen,  
5   and an Annexation Agreement entered into between the City of Aberdeen and Petitioner  
6   Locksley Manor, Inc., a copy of the form of which is attached to this Resolution as Exhibit B and  
7   incorporated by reference.

8           (b) That the designation of the zoning classification of the land lying within the area  
9   herein described and hereby annexed as Parcels A, B, and D shall be Integrated Business District  
10   (IBD) and Parcel C shall be R-1 Low Density Residential District, as described in the Code of  
11   the City of Aberdeen from the effective date of the annexation until such zoning is changed as  
12   provided by law, and the Town's Comprehensive Zoning Maps shall be amended to reflect the  
13   annexation of such property and its zoning as provided by this Resolution, and the land so  
14   annexed shall be subject to all provisions and conditions of said Code of the City of Aberdeen,  
15   including but not limited to those which are applicable to the Integrated Business District (IBD)  
16   and R-1 Low Density Residential District.

17           **AND BE IT FUTHER RESOLVED**, that this Resolution shall become effective at the  
18   end of forty-five (45) days following its final enactment provided that no Petition for  
19   Referendum hereon shall have been filed as permitted by law.

**COUNCIL OF THE CITY OF ABERDEEN**

  
\_\_\_\_\_  
Patrick L. McGrady, Mayor  
\_\_\_\_\_  
Adam M. Hiob, Councilman  
\_\_\_\_\_  
Jason W. Kolligs, Councilman  
\_\_\_\_\_  
Sandra J. Landbeck, Councilwoman  
\_\_\_\_\_  
Timothy W. Lindecamp, Councilman

**ATTEST:**

**SEAL:**

  
\_\_\_\_\_  
Monica A. Correll, City Clerk

Date July 12, 2021

**EXHIBIT A**

**METES & BOUNDS DESCRIPTION**

**March 17, 2020  
BSLS #04017**

**LAND OF LOCKSLEY MANOR, INC**

**Harford County Tax Map #43, Parcel #350  
Parcel "A"**

ZONING DESCRIPTION – 20.000 acres of land more or less, lying on the Westerly side of Gilbert Road, Second Election District, Harford County, Maryland, being more particularly described as follows:

BEGINNING for the same at a point in the centerline of Gilbert Road as depicted in a deed recorded in the Land Records of Harford County, Maryland in Liber C.G.H. 2749, folio 661, thence running on or the centerline of said road the following three course and distances;

1. South 16°27'12" East 143.12 feet to a point, thence;
2. South 12°06'34" East 215.02 feet to a point, thence;
3. South 02°16'22" East 195.81 feet to a point, thence leaving said road;
4. North 79°36'33" West 22.44 feet to a point, thence;
5. North 79°36'33" West 1293.05 feet, thence
6. North 16°35'10" East 983.20 feet to a point, thence;
7. South 55°19'20" East 1073.54 feet to a point, thence
8. South 55°19'20" East 45.00 feet to the point of beginning hereof

**CONTAINING 20.000 ACRES OF LAND MORE OR LESS.  
SURVEY DATUM ABOVE IS BASED ON MARYLAND STATE PLANE (N.A.D.) 83/86**

March 17, 2020  
BSLS #04017

**LAND OF LOCKSLEY MANOR INC**

**Harford County Tax Map #43, Parcel #381, Tract I of II, (117.223 Acres)  
P/O Parcel "B"**

ZONING DESCRIPTION – 117.223 acres of land more or less, lying on the westerly side of Gilbert Road, Second Election District, Harford County, Maryland, being more particularly described as follows:

Beginning for the same at a PK nail heretofore set in the center of Gilbert Road at the beginning of the first or North 50 degrees 26 minutes 37 seconds West 45.00-foot line described in a deed from Samuel T. Jones to Frank S. Donahue, Inc. dated December 30, 1987 and recorded among the Land Records of Harford County, Maryland in Liber 1447, folio 254; thence leaving said Gilbert Road, the following courses and distances, viz:

1. North 55° 11' 42" West 44.70 feet,
2. North 55° 19' 20" West 1073.84 feet,
3. South 16° 37' 08" West 983.09 feet to a pipe heretofore set,
4. South 12° 38' 31" West 744.22 feet to a fence post,
5. North 88° 38' 48" East 393.88 feet to a fence post,
6. North 00° 00' 45" East 229.48 feet to a fence post,
7. North 43° 59' 45" East 59.69 feet to a fence post,
8. South 80° 39' 51" East 1036.34 feet to a Pk nail heretofore set in the said center of Gilbert Road, thence running in said center of Gilbert Road and binding on the ninth through the sixteenth lines of said deed, eight courses, viz:
  9. South 00° 13' 22" East 475.27 feet to a Pk nail heretofore set,
  10. South 04° 48' 15" West 188.75 feet to a Pk nail heretofore set,
  11. South 11° 06' 41" West 62.99 feet to a Pk nail heretofore set,
  12. South 73° 38' 00" West 816.06 feet to a Pk nail heretofore set,
  13. South 72° 41' 57" West 192.70 feet to a Pk nail heretofore set,
  14. South 70° 58' 33" West 163.63 feet to a Pk nail heretofore set,
  15. South 69° 55' 13" West 266.21 feet to a Pk nail heretofore set,

16. South 70° 50' 56" West 49.35 feet to a Pk nail heretofore set, thence leaving said Gilbert Road and binding on the seventeenth through twentieth lines of said deed, three courses, viz:
17. North 46° 02' 12" West 474.17 feet to a pin heretofore set,
18. North 01° 12' 23" East 1618.56 feet to a pin heretofore set, and
19. North 81° 05' 09" West 616.16 feet to a pin at the northeast corner of Parcel A as shown on a plat entitled "Final Plat Two, Locksley Manor" and recorded among the aforesaid Land Records in Plat Book 66, Folio 31, thence binding on said Parcel A,
20. North 86° 32' 34" West 35.24 feet to the east side of Locksley Manor Drive, 75 foot radial width as shown on said plat, thence binding thereon,
21. By a curve to the left with a radius of 75.00 feet and an arc length of 15.11 feet, said curve being subtended by a chord bearing North 02° 18' 24" West 15.08 feet to the southwest corner of Lot 6 as shown on the mentioned plat, thence leaving said Locksley Manor Drive and binding on Lots 6, 5, 4, and 3 as shown on the last mentioned plat, nine courses, viz:
22. South 86° 32' 34" East 37.47 feet,
23. South 81° 05' 09" East 636.87 feet,
24. South 08° 54' 51" West 15.00 feet,
25. South 81° 05' 09" East 300.00 feet,
26. North 07° 24' 17" East 346.88 feet,
27. North 17° 53' 07" West 239.22 feet,
28. North 86° 10' 43" West 329.73 feet,
29. South 56° 12' 21" West 274.81 feet, and
30. North 82° 37' 08" West 326.96 feet to intersect the said east side of Locksley Manor Drive, thence binding thereon as shown on said plat and as shown on a plat entitled "Final Plat Three, Locksley Manor" and recorded among the aforesaid Land Records in Plat Book 66, Folio 32, five courses, viz:
31. By a curve to the left with a radius of 425.00 feet and an arc length of 191.04 feet, said curve being subtended by a chord bearing North 00° 05' 05" East 189.44 feet to a point of tangency,
32. North 12° 47' 34" West 370.36 feet to a point of curvature,
33. By a curve to the right with a radius of 745.00 feet and an arc length of 157.31 feet, said curve being subtended by a chord bearing North 06° 44' 37" West 157.02 feet to a point of tangency,
34. North 00° 41' 41" West 853.48 feet, and

35. North 44° 18' 19" East 21.21 feet to the south side of a 30-foot wide road improvement right-of-way as shown on the last mentioned plat, thence binding thereon, four courses, viz:
36. North 89° 18' 19" East 56.62 feet to a point of curvature,
37. By a curve to the right with a radius of 3484.86 feet and an arc length of 568.89 feet, said curve being subtended by a chord bearing South 86° 01' 05" East 568.26 feet to a point of tangency, and
38. South 81° 20' 28" East 350.00 feet to the end of said road improvement right-of- way, and
39. North 08° 39' 32" East 30.00 feet to the center of said Gilbert Road and to intersect the thirty-fifth line of the first mentioned deed, thence running in the center of Gilbert Road and binding on part of said thirty-fifth line to the end thereof and continuing and binding on the thirty-sixth through fiftieth lines of the first mentioned deed, sixteen courses, viz:
40. South 81° 20' 28" East 696.23 feet to a Pk nail heretofore set,
41. South 85° 07' 27" East 109.58 feet to a Pk nail heretofore set,
42. South 82° 11' 42" East 233.12 feet to a Pk nail heretofore set,
43. South 49° 32' 13" East 36.80 feet to a Pk nail heretofore set,
44. South 29° 17' 31" East 70.08 feet to a Pk nail heretofore set,
45. South 02° 27' 14" East 69.93 feet to a Pk nail heretofore set,
46. South 19° 16' 28" West 69.99 feet to a Pk nail heretofore set,
47. South 21° 02' 36" West 108.95 feet to a Pk nail heretofore set,
48. South 13° 11' 43" West 144.93 feet to a Pk nail heretofore set,
49. South 03° 05' 39" West 107.82 feet to a Pk nail heretofore set,
50. South 15° 38' 28" East 141.98 feet to a Pk nail heretofore set,
51. South 19° 37' 18" East 251.80 feet to a Pk nail heretofore set,
52. South 21° 11' 40" East 181.04 feet to a Pk nail heretofore set,
53. South 22° 05' 55" East 256.50 feet to a Pk nail heretofore set,
54. South 18° 57' 17" East 116.61 feet to a Pk nail heretofore set,
55. South 16° 39' 52" East 203.15 feet to a Pk nail heretofore set,



**CONTAINING 117.223 ACRES OF LAND MORE OR LESS.**  
**SURVEY DATUM ABOVE IS BASED ON MARYLAND STATE PLANE (N.A.D.) 83/86**

1  
2  
3

4

March 17, 2020  
BSLS #04017

**LAND OF LOCKSLEY MANOR INC**

**Harford County Tax Map #43, Parcel #381, Tract II of II, (50.543 Acres)  
P/O Parcel "B"**

ZONING DESCRIPTION – 50.543 acres of land more or less, lying on the southerly side of Gilbert Road, Second Election District, Harford County, Maryland, being more particularly described as follows:

Beginning for the same at a pin heretofore set, said pin being at the beginning of the first or South 73 degrees 28 minutes 46 seconds East 1656.85-foot line described in a deed from Marian Elaine Sims to Frank S. Donahue, Inc. dated December 30, 1987 and recorded among the Land Records of Harford County, Maryland in Liber 1447, folio 254; thence leaving the first mentioned line, the following courses and distances, viz:

1. North 09° 20' 36" East 777.21 feet to a pin heretofore set,
2. South 83° 32' 05" East 250.00 feet to a pin heretofore set, and
3. North 07° 59' 40" East 409.90 feet to the south side of a 30-foot wide road improvement right-of-way as shown on a plat entitled "Final Plat Three, Locksley Manor" and recorded among the aforesaid Land Records in Plat Book 66, Folio 32, thence binding thereon, three courses, viz:
  4. South 56° 14' 05" East 491.67 feet,
  5. South 62° 59' 03" East 72.99 feet, and
  6. South 80° 27' 30" East 26.13 feet to the northwest corner of Lot 1 as shown on a plat entitled "Final Plat One, Locksley Manor" and recorded among the aforesaid Land Records in Plat Book 64, Folio 24, thence leaving said road improvement right-of-way and binding on the outline of Lots 1 and 2, as shown on the last mentioned plat, three courses, viz:
    7. South 29° 09' 29" West 508.55 feet,
    8. South 74° 59' 38" East 450.00 feet, and
    9. North 64° 57' 11" East 300.00 feet to the west side of a 50-foot right-of-way known as Locksley Manor Drive and as shown on the first mentioned plat and also shown on a plat entitled "Final Plat Three, Locksley Manor" and recorded among the aforesaid Land Records in Plat Book 66, Folio 31, thence binding on said west side of Locksley Manor Drive, seven courses, viz:
      10. South 00° 41' 41" East 445.07 feet to a point of curvature,
      11. By a curve to the left with a radius of 795.00 feet and an arc length of 167.86 feet, said curve being subtended by a chord bearing South 06° 44' 37" East 167.55 feet to a point of tangency,

12. South 12° 47' 34" East 370.39 feet to a point of curvature,
13. By a curve to the right with a radius of 375.00 feet and an arc length of 193.04 feet, said curve being subtended by a chord bearing South 01° 57' 17" West 190.92 feet to a point of tangency,
14. South 16° 42' 08" West 213.35 feet to a point of curvature,
15. By a curve to the right with a radius of 75.00 feet and an arc length of 63.08 feet, said curve being subtended by a chord bearing South 40° 47' 49" West 61.24 feet to a point of reverse curvature, and
16. By a curve to the left with a radius of 75.00 feet and an arc length of 67.73 feet, said curve being subtended by a chord bearing South 39° 01' 19" West 65.45 feet to the northeast corner of Lot 11 as shown on the last mentioned plat, thence leaving said Locksley Manor Drive and binding on part of the outline of Lots 11 and 10 as shown on the last mentioned plat, four courses, viz:
  17. North 76° 50' 52" West 356.61 feet,
  18. South 30° 19' 48" West 90.68 feet,
  19. South 02° 13' 11" West 200.02 feet, and
  20. North 72° 06' 01" West 190.00 feet to the northwest corner of said Lot 10, thence running for a line of division now made through the first mentioned deed,
  21. South 89° 30' 14" West 350.35 feet to a pin heretofore set at the end of the eighth or North 20° 31' 05" East 200.05 foot line of the first mentioned deed, thence binding on the ninth, tenth, and eleventh lines of the first mentioned deed, three courses, viz:
    22. North 06° 48' 45" West 906.16 feet to a pin heretofore set,
    23. South 88° 26' 32" West 299.77 feet to a point, and
    24. North 01° 35' 31" West 314.83 feet to the place of beginning.

**CONTAINING 50.543 ACRES OF LAND MORE OR LESS.**

**SURVEY DATUM ABOVE IS BASED ON MARYLAND STATE PLANE (N.A.D.) 83/86**

**March 17, 2020**  
**BSLS #04017**

**LAND OF LOCKSLEY MANOR, INC**

**Harford County Tax Map #51, Parcel #166, Lot 12**

**Parcel "C"**

ZONING DESCRIPTION – 15.898 acres of land more or less, lying on the Southerly side of Locksley Manor Drive, Second Election District, Harford County, Maryland, being more particularly described as follows:

BEGINNING for the same at a point on the Southerly right-of-way line of Locksley Manor Drive as depicted on a plat titled "Final Plat 7, Locksley Manor" as recorded in the Plat Records of Harford County, Maryland in Liber C.G.H. 90, folio 70, thence leaving said right-of-way line;

1. South 30° 31' 28" West 527.06 feet to a point, thence;
2. South 27° 45' 09" East 333.22 feet to a point, thence;
3. North 51° 23' 46" East 321.40 feet to a point, thence;
4. South 01° 53' 12" West 831.01 feet to a point, thence;
5. North 77° 45' 38" West 348.73 feet to a point, thence;
6. South 14° 02' 24" West 15.85 feet to a point, thence;
7. North 51° 35' 09" West 597.46 feet to a point, thence;
8. North 25° 06' 15" West 766.63 feet to a point, thence;
9. North 20° 28' 52" East 200.39 feet to a point, thence;
10. North 89° 30' 14" East 350.35 feet to a point, thence;
11. South 05° 02' 50" West 148.13 feet to a point, thence;
12. South 23° 37' 29" East 258.30 feet to a point, thence;

1 13. South 00° 44'16" East 75.34 feet to a point, thence;  
2

3 14. South 15° 49'03" East 155.48 feet to a point, thence;  
4

5 15. South 50° 13'10" East 229.50 feet to a point, thence;  
6

7 16. North 85° 53'01" East 103.94 feet to a point, thence;  
8

9 17. North 51° 23'46" East 89.52 feet to a point, thence  
10

11 18. North 27° 45'09" West 342.58 feet to a point, thence;  
12

13 19. North 30° 31'28" East 537.27 feet to a point in the Southerly right-of-way line of Locksley  
14 Manor Drive, thence;  
15

16 20. Binding on the Southerly right-of-way line by a curve to the left with a radius of 75.00 feet for an  
17 arc length of 12.93 feet; said curve being subtended by a cord bearing South 44° 56'35" East  
18 12.91 feet to the beginning hereof.  
19

20 **CONTAINING 15.898 ACRES OF LAND MORE OR LESS.**

21 **SURVEY DATUM ABOVE IS BASED ON MARYLAND STATE PLANE (N.A.D.) 83/86**

March 17, 2020  
BSLS #04017

**LAND OF LOCKSLEY MANOR, INC**

**Harford County Tax Map #43, Parcel #392, Parcel "B"**

**Parcel "D"**

ZONING DESCRIPTION – 2.694 acres of land more or less, lying on the Westerly side of Locksley Manor Drive, Second Election District, Harford County, Maryland, being more particularly described as follows:

BEGINNING for the same at a point on the Easterly right-of-way line of Locksley Manor Drive as depicted on a plat titled "Revised Lots 3 and 4 – Final Plat 2, Locksley Manor" as recorded in the Plat Records of Harford County, Maryland in Liber C.G.H. 87, folio 18, thence leaving said right-of-way line;

1. South 82° 37'08" East 326.96 feet to a point, thence;
2. North 56° 12'21" East 274.81 feet to a point, thence;
3. South 86° 10'43" East 329.73 feet to a point, thence;
4. South 17° 53'07" East 239.22 feet to a point, thence;
5. South 07° 24'17" West 346.88 feet to a point, thence;
6. North 81° 05'09" West 300.00 feet to a point, thence;
7. North 08° 54'51" East 15.00 feet to a point, thence;
8. North 68° 52'46" East 250.00 feet to a point, thence;
9. North 09° 14'27" West 330.00 feet to a point, thence;
10. North 86° 10'43" West 250.00 feet to a point, thence;
11. South 73° 45'25" West 233.79 feet to a point, thence

1        12. North 82° 37'08" West 328.37 feet to a point in the Easterly right-of-way of Locksley Manor  
2        Drive, thence;

3        13. Binding on the Easterly right-of-way line by a curve to the left with a radius of 425.00 feet for an  
4        arc length of 12.58 feet; said curve being subtended by a chord bearing North 13° 48'37" East  
5        12.58 feet to the beginning hereof.

6  
7        **CONTAINING 2.694 ACRES OF LAND MORE OR LESS.**

8        **SURVEY DATUM ABOVE IS BASED ON MARYLAND STATE PLANE (N.A.D.) 83/86**

**EXHIBIT B**

**ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (hereinafter referred to as “this Agreement”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and among the CITY OF ABERDEEN (hereinafter referred to as the “City”), a municipal corporation of the State of Maryland, Party of the First Part, and LOCKSLEY MANOR, INC., Party of the Second Part.

WHEREAS, Resolution 21-R-\_\_\_\_ (the “Resolution”) will be considered by the City Council to extend the corporate boundaries of the City to include therein certain property described in the Resolution, containing a combined total of 206.358 acres, plus or minus, and to further set forth specific conditions relating to the annexation, including but not limited to, the execution of this Agreement.

WHEREAS, the City and the Petitioner intend to enter into this Annexation Agreement to establish certain terms, circumstances and conditions which will be applicable to the property if and when it is annexed and to satisfy the conditions set forth in the Resolution. It is intended by the parties that the provisions of this Agreement are in addition to any other terms and conditions that may be set forth in the Resolution and any other of the City ordinances, subdivision regulations, and other rules and regulations that may be applicable to the development and use of the property referred to in the Resolution.

NOW THEREFORE, that for and in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:



1        1. Definitions.

2            Agreement. This Annexation Agreement.

3            Annexation Property. All the real property identified and described in the Resolution as  
4        Parcels A, B, C and D.

5            APFO. Code of the City of Aberdeen, Chapter 302. Growth Management, referred to as  
6        the Adequate Public Facilities Ordinance.

7            City. The City of Aberdeen.

8            Developer. Locksley Manor, Inc., its successors and assigns.

9            Development Parcels. Parcels A, B, C, and D included and specifically described in the  
10       Resolution, generally identified as follows:

11           Parcel A, that property designated on Harford County Tax Map 43 as Parcel 350,  
12           containing 20.0 acres $\pm$ .

13           Parcel B, that property designated on Harford County Tax Map 43 as Parcel 381,  
14           containing 167.766 acres $\pm$ .

15           Parcel C, that property designated on Harford County Tax Map 51 as Parcel 166, Lot 12,  
16           containing 15.898 acres $\pm$ .

17           Parcel D, that property designated on Harford County Tax Map 43 as Parcel 392, Lot B,  
18           containing 2.694 acres $\pm$ .

19           Petition. The Petition for Annexation filed by the Petitioner with the City and thereafter  
20           accepted by the City in accordance with the provisions of Section 4-404 of the Local  
21           Government Article of the Annotated Code of Maryland and Section 235-15 of the City  
22           Development Code.

23           Petitioner. Locksley Manor, Inc., its successors, and assigns.

1        Planning Department. Aberdeen Department of Planning and Community  
2        Development.

3        Property Owner (“Owner”). Locksley Manor, Inc., its successor and assigns.

4        Resolution. An Annexation Resolution introduced by the Mayor and City Council of  
5        Aberdeen, to extend the corporate boundaries of the City by including therein the  
6        Annexation Property and setting forth specific conditions relating to the annexation.

7        2. General Provisions:

8            a. Recitals. The recitals contained herein are incorporated in this Agreement as  
9            operative provisions of this Agreement.

10          b. Conditions of Annexation. The terms, covenants, conditions, and effectiveness  
11          of this Agreement except for Paragraph 11 (Payment of Annexation Expenses),  
12          all as hereinafter set forth, are contingent upon the enactment of the Resolution by  
13          the City Council annexing the Annexation Property and zoning the Annexation  
14          Property as Integrated Business District (IBD) and R-1 Low Density Residential  
15          District, as specified in Paragraph 3 below, and the taking effect of such  
16          Resolution. The provisions of Paragraph 11 are effective upon the execution of  
17          this Agreement by the City and Petitioner and remain in effect regardless of  
18          whether the annexation becomes effective.

19        3. Permissible Uses of Annexation Property. From and after the effective date of the  
20        annexation and until changed by the Aberdeen City Council by ordinance, Parcels A, B,  
21        and D, shall be developed and improved only for the principal permitted uses allowed  
22        in the Integrated Business District (IBD) and Parcel C shall be developed and improved  
23        only for the principal permitted uses allowed in the R-1 Low Density Residential

District. The parties acknowledge that without express approval from the Harford County Council, (the “Express Approval”) § 4-416 of the Local Government Article of the Maryland Code precludes, for five years after annexation, development of the Development Parcels for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the proposed development in accordance with Harford County’s AG (Agricultural) zoning classification in effect at the time of annexation. It is the mutual expectation of the parties that the County Council will grant such approval, but the failure of the Harford County Council to grant such approval shall not affect the effectiveness or validity of this Agreement. The Petitioner shall be responsible for requesting express approval from the Harford County Council and providing the official response from the County Council to the City. The City shall join in the Express Approval as needed by Petitioner.

4. Development Requirements Binding on Owner and Developer of all Development Parcels.

a. Design, Development, Use and Restrictions. The Design, Development, Use and Restrictions of the Development Parcels shall be governed by §235-18. K., Integrated Business District and §235-18. A., R-1 Low Density Residential District of the City Development Code as amended from time to time, and other applicable City, Harford County and State development laws, regulations, processes, and procedures in effect from time to time, including the City’s Adequate Public Facilities Ordinance.

b. The Resolution and this Agreement do not, without further procedures as prescribed by law, permit, grant or allow any building, excavation, or

1 construction on the Development Parcels.

2 5. Water System.

3 a. Water distribution mains do not currently exist at any of the Development Parcels.

4 The City shall provide access to water service for the Development Parcels  
5 subject to the water capacity of the City meeting or exceeding applicable Code and  
6 regulatory requirements and a public works agreement being executed by the  
7 City and the Developer. The City shall make water service available to the  
8 Development subject to the Developer meeting all City, County, and State  
9 regulatory requirements. After the effective date of the annexation, the City will  
10 apply for an amendment to the Harford County Master Water and Sewer Plan.

11 b. To the extent required by or to serve the Development Parcels, the Developer  
12 shall be responsible for a share of costs for the construction of new or the  
13 extension of existing water laterals and mains; for the costs of the acquisition of  
14 the required rights-of-way, connection charges and construction inspection fees  
15 associated with such service, and for the cost of any other improvements  
16 Developer may elect or is required to make to improve the existing water system  
17 in order to meet all requirements of the APFO. However, if Developer elects  
18 not to make water system improvements necessary to satisfy APFO  
19 requirements for development of the Development Parcels, Developer may not  
20 develop the Development Parcels, and may not require City to issue permits and  
21 approvals for development on the Development Parcels, until APFO requirements  
22 are satisfied.

23 c. Any improvements to the City's water system shall be designed and constructed to

1 ensure sufficient water pressure to protect the health, safety, and welfare of City  
2 residents and to promote the efficiency of the future water service.

3 d. All water system improvements shall be constructed in accordance with the City's  
4 Standard Specifications and Construction Details and other relevant statutory and  
5 regulatory provisions, including the APFO.

6 e. Upon satisfactory completion of construction and final inspection of water system  
7 improvements, Owner and Developer shall dedicate and convey the  
8 improvements to the City free and clear of liens and encumbrances.

9 6. Sewer System

10 a. Sewer mains do not currently exist at any of the Development Parcels. The  
11 City shall provide access to sewer service for the Development Parcels subject to  
12 sewer capacity of the City meeting or exceeding applicable Code and regulatory  
13 requirements and a public works agreement being executed by the City and  
14 the Developer. The City shall make sewer service available to the Development  
15 subject to the Developer meeting all City, County, and State regulatory  
16 requirements. After the effective date of the annexation, the City will apply to  
17 Harford County for such an amendment to the Master Water and Sewer Plan.

18 b. To the extent required by or to serve the Development Parcels, the Developer  
19 shall be responsible for all costs for the construction of new or the extension of  
20 existing sewer mains and laterals, for improvement or upgrades to existing  
21 pump stations; for other sewer improvements required to serve the Development  
22 Parcels; for the cost of the acquisition of the required rights-of-way; for the  
23 payments of connection charges, and construction inspection fees; and for the

1 cost of any other improvements Developer may elect or is required to make to  
2 improve the existing sewer system in order to meet all requirements of the  
3 APFO. However, if Developer elects not to make sewer system improvements  
4 necessary to satisfy APFO requirements for development of the Development  
5 Parcels, Developer may not develop the Development Parcels, and may not  
6 require City to issue permits and approvals for development on the  
7 Development Parcels, until APFO requirements are satisfied.

8 c. All sewer system improvements shall be constructed in accordance with the  
9 City's Standard Specifications and Construction Details and other relevant  
10 statutory and regulatory provisions, including the APFO.

11 d. Upon satisfactory completion of construction and final inspection of sewer system  
12 improvements, Owner and Developer shall dedicate and convey the  
13 improvements to the City free and clear of liens and encumbrances.

14 7. Traffic Signals, Transportation Studies, Road Improvements and Stormwater  
15 Management

16 a. The Developer shall be responsible for all costs associated with traffic signals and  
17 signs resulting from the development of its property. The signals and signs shall  
18 be designed and constructed in accordance with the Manual on Uniform Traffic  
19 Control Devices.

20 b. Prior to the City issuing any development approvals, the Owner and Developer,  
21 at their expense, shall provide the City with a Traffic Impact Analysis (in  
22 compliance with the APFO) for the proposed development of the  
23 Development Parcel, subject to the City's approval of the scope of the Analysis

1 and of the traffic consultant performing the Analysis, such approval not to be  
2 unreasonably withheld. The Traffic Impact Analysis will be reviewed by the  
3 City of Aberdeen and the Harford County Departments of Public Works and  
4 Planning and Zoning. Based on their collective reviews and requirements,  
5 Developer shall construct, at its expense, all on-site and off-site road  
6 improvements within the time required reasonably by the City's development  
7 process.

8 c. The Developer shall be required to pay all costs associated with the  
9 construction, reconstruction, upgrading, or widening to existing roadways, of all  
10 internal roadways, bridges, curb and gutters, storm drain systems and stormwater  
11 management facilities, acquisition of all required road rights-of-ways,  
12 reimbursement to the City for all costs and attorney's fees associated with  
13 condemnation to acquire road rights-of-way, if deemed reasonably necessary by  
14 the City, and other related required roadway expenses resulting from the  
15 development of the Development Parcels.

16 d. Each of the foregoing improvements (water, sewer, roads) located in the City, not  
17 including stormwater management facilities, shall be owned, and maintained by  
18 the City, and, upon completion of construction and satisfactory final inspection of  
19 each improvement, and prior to the release of any maintenance bonds for such  
20 improvement, shall be conveyed by the Owner and Developer to the City in fee  
21 simple free and clear of liens and encumbrances.

22 e. Stormwater management facilities shall be owned and maintained by the Owner  
23 of the Development Parcels or portion thereof upon which the stormwater

management facilities are located. After a homeowner's association is established for the Development Parcels or portions thereof, the Owner of such property shall dedicate and convey such stormwater management facilities, in fee simple and free and clear of liens and encumbrances, to a homeowner's association established for the Development Parcels or portions thereof in which the stormwater management facilities are located.

f. If Gilbert Road is annexed into the City's corporate limits and conveyed by Harford County to the City, Developer shall be responsible for treating 100% of stormwater flowing from any Gilbert Road improvements installed by Developers. After Gilbert Road stormwater facilities are constructed and approved, they shall be conveyed to the City for ownership in fee simple, free and clear of liens and encumbrances.

g. All infrastructure improvements shall be constructed in accordance with the City's Standard Specifications and Construction Details and other relevant statutory and regulatory provisions, including the APFO.

h. The Developer shall, prior to the issuance of any building permits, enter into a Public Works Agreement with the City, and for all County-owned roads enter into a separate Public Works Agreement with Harford County for County road improvements and required bonding. The Owner shall join in the Public Works Agreement for that Parcel to consent to its terms and to bind that Parcel.

8. Sidewalk Improvements, Vehicular and Pedestrian Connections.

a. The Sidewalk Improvements, Vehicular and Pedestrian Connections for the Development Parcels shall be governed by §235-18 K., Integrated Business



District and §235-18 A., R-1 Low Density Residential District of the City  
Development Code, as amended from time to time.

b. During the development phase of each Development Parcel Developer shall  
make every effort to provide both vehicular and pedestrian connections to any  
adjoining residential neighborhoods.

9. Recreation.

a. During the development of the Development Parcels, the City's Department  
of Planning and Community Development and Planning Commission will  
determine the specific types of recreational facilities and locations for such  
facilities, relative to the specific development of each parcel of the Development  
Parcels, as may be required by the City's Development Code. The Developer shall  
install and maintain, at its expense, such recreation facilities as the City may  
determine for each Development Parcel.

b. Developer may use open space to serve recreational purposes and preserve  
significant site features. Open space intended to serve recreational purposes must  
be appropriate to the scale and character of the residential development,  
considering its size, density, anticipated population, and number and type of  
dwelling units proposed, as per the City's Development Code.

10. Payment for Facilities, Equipment and Additional Work Force Necessitated by  
Development of the Development Parcels.

a. Developer understands and acknowledges that the annexation and development  
of the Development Parcels will result in a need for additional City facilities,  
equipment, and work force to address the impacts of commercial and residential

1 growth from the annexed Development Parcels. Therefore, Developers agree to  
2 pay to the City \$599,000.00 (Hereinafter “Total Developer Contribution”) as set  
3 forth in subparagraph b. to offset the City’s costs.

4 b. The Total Developer Contribution shall be paid on a pro-rated basis determined  
5 by the proportionate share of the Total Developer Contribution area (206.358  
6 acres) hereinafter called “Developer Parcel Contribution.” By way of example,  
7 for Parcel A the Total Developer Contribution of \$599,000.00 multiplied by  
8  $(20/206.358)$  would result in a Developer Parcel Contribution of \$58,054.45 for  
9 Parcel A. The amount of the Developer Parcel Contribution for each Parcel shall  
10 be apportioned equally to each platted lot in that Parcel, and the proportionate  
11 share shall be paid in full prior to the issuance of a building permit for each lot.  
12 The City shall not be required to, and shall not, issue a building permit for a lot  
13 until the Developer Lot Contribution for that lot has been paid in full. The total  
14 amount of the Developer Parcel Contribution payable for a Development Parcel is  
15 a lien on that Parcel, and on every lot in that Parcel, until paid in full, except that  
16 the lien shall be released as to any lot that is sold to a purchaser for residential  
17 occupancy after the lot is improved with a dwelling by Owner, Developer, or their  
18 successors or assigns.

19 11. Payment Costs and Expenses of Annexation – Processing and Reviewing.

20 a. The Petitioner shall pay to the City all reasonable and actual costs and  
21 expenses of the City associated with the requested annexation of the Annexation  
22 Property, exclusive of costs of internal City staff time, up to a maximum of  
23 Seventeen Thousand Three Hundred Fifty-five dollars and zero cents

(\$17,355.00). These costs and expenses include, but are not limited to, attorney fees and expenses, publication costs, recording fees, and costs and expenses associated with any referendum election if required to be conducted on the annexation.

b. Before the Mayor and City Council takes any action on a Resolution to annex the Annexation Property, Petitioner shall pay to the City all costs and expenses incurred by the City in connection with the annexation proceeding, and those additional costs and expenses reasonably estimated by the City to be incurred in the future, including any referendum on the annexation. Within thirty (30) days after the conclusion of all annexation proceedings, the City shall refund to Petitioner's designee any monies paid more than the City's actual costs and expenses associated with the annexation proceeding, including any referendum. Petitioner shall pay to the City, within 30 days after demand by the City, any difference between monies previously paid by Petitioner and the City's actual costs and expenses associated with the annexation proceeding and any referendum.

12. Notices. Any notice required to be given pursuant to this Agreement shall be given in writing by postage prepaid certified mail, return receipt requested, to addresses of the parties hereto as set forth on Exhibit A, which is attached hereto and made a part hereof.

13. Binding Effect. The obligations and responsibilities expressed in this Agreement shall be binding upon, as applicable, Owner and Developer, their respective heirs, personal representatives, successors, and assigns, but shall not be construed as the personal

obligations or covenants of any consumer who purchases a lot for residential occupancy after the lot is improved with a dwelling by Owner, Developer, or their successors or assigns.

14. Agreement Constituting Covenants Running with the Land. The Petitioner hereby agrees that, from and after the date of this Agreement, and subject to the satisfaction of the condition precedent specified in Paragraph 2.b. above, the Annexation Property and Development Parcels shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to such covenants, conditions, restrictions, use limitations, easements, obligations and equitable servitudes as are set forth in this Agreement, all of which covenants, conditions, restrictions, use limitations, easements, obligations, and equitable servitudes shall be deemed to run with and bind the land and be and shall be binding and enforceable upon all subsequent owners, their heirs, personal representatives, successors, and assigns, but shall not be construed as personal obligations or covenants of any consumer who purchases a lot for residential occupancy after the lot is improved with a dwelling by Owner, Developer or their successors or assigns; and shall be for the benefit of the City, its successors and assigns, and enforceable by it at law or in equity.

15. Scope of Agreement/Binding Effect. All of the promises, stipulations, obligations, covenants, terms, conditions, restrictions, use limitations, equitable servitudes, easements and agreements herein contained shall inure to the benefit of and shall apply to, bind, and be obligatory upon the parties hereto and the heirs, personal representatives, successors and assigns of each whether so expressed or not, but shall not be construed as personal obligations or covenants of any consumer who purchases a lot for

1 residential occupancy after the lot is improved with a dwelling by Owner, Developer  
2 or their successors or assigns.

3 16. Enforcement. If any covenant, condition, restriction, provision, obligation or term of the  
4 Agreement which is the responsibility of the Owner or Developer of the Development  
5 Parcels to fulfill is not satisfied within the time specified in this Agreement, the City may  
6 refuse to accept or process applications for, and issue or grant, any further building  
7 permits, use and occupancy permits, subdivision approvals or grading permit and  
8 sediment control approvals required for any development or construction on any of the  
9 Development Parcels, and Owner and Developer waive their rights to compel or require  
10 the City to accept, process, issue or grant any such applications, permits or approvals,  
11 until the particular covenant, condition, restriction, provision, obligation or term of this  
12 Agreement has been satisfied.

13 17. Governing Law. This Agreement is being executed and delivered, and is intended to be  
14 performed, in the State of Maryland, and shall be interpreted, construed, and enforced in  
15 accordance with the laws of such State without regard to those principles governing  
16 conflicts or choice of laws.

17 18. Applicability of City Laws. After the annexation of the Annexation Property becomes  
18 effective, the Annexation Property and all persons who hereafter may reside on the  
19 Annexation Property, shall be subject to the Charter and all laws, rules, and regulations  
20 of the City, and shall be subject to taxation by the City, as all generally are applicable  
21 to property and residents of the City, subject to the terms and conditions of this  
22 Agreement.

23 19. Gender Based Terminology. In construing this Agreement, feminine, gender neutral or

plural nouns and pronouns shall be substituted for those masculine or singular in form,  
and vice versa, in any place in which the context so requires.

20. Agreement Prepared by all Parties. This Agreement has been prepared by all parties  
hereto, and the language used in this Agreement shall not be construed in favor of or  
against any party or parties.

21. Entire Understanding. This Agreement contains the entire understanding of the parties  
and there are no representations, warranties, or undertakings other than those expressly  
set forth herein.

22. Changes to or Rescission of Agreement.

a. This Agreement shall be modified, amended, supplemented, or rescinded only in  
the manner set forth in this Paragraph 22, unless other requirements are expressly  
provided by law.

b. A modification, amendment, supplementation, or rescission of this Agreement  
shall be effective only if it is made in writing, is executed with the same  
formality as this Agreement, states the date of the public hearing referred to in  
subparagraph 22.c., and is recorded among the Land Records of Harford  
County, Maryland.

c. A modification, amendment, supplementation or rescission of this Agreement  
shall not be effective unless approved by the Mayor and City Council of  
Aberdeen after a public hearing first has been held before the Mayor and City  
Council, notice of which public hearing has been given by publication at least  
once a week for two successive weeks in a newspaper of general circulation in the  
City, the last such publication being not less than five nor more than ten days

1 before the public hearing. The notices shall include the date, time, place, and  
2 purpose of the public hearing, sufficient to advise the public of the nature of the  
3 proposed modification, amendment, supplementation, or rescission.

4 d. A party to this Agreement shall not be required to join in any modification,  
5 amendment, or supplementation of this Agreement unless that party's interest  
6 will be affected by the modification, amendment, supplementation, or rescission.

7 23. Severability. If any provision of this Agreement is held to be invalid or unenforceable,  
8 all other provisions hereof shall nevertheless continue in full force and effect.

9 24. Time of Essence. Time is of the essence in this Agreement and of the performance of  
10 all obligations under this Agreement.

11 25. Attorney's Fees upon Breach. If any of the Petitioner, Owner or Developer, or their  
12 respective heirs, personal representatives, successors or assigns, breach any part of this  
13 Agreement, the breaching party, shall pay all reasonable attorney's fees, court costs, cost  
14 of suit, and expenses incurred by the City in enforcing the provisions of this Agreement  
15 with respect to said breach or in obtaining damages, therefore. If the City, breaches any  
16 part of this Agreement, the City shall pay all reasonable attorney's fees, court costs, cost  
17 of suit, and expenses incurred by the Owners and Developers in enforcing the provisions  
18 of this Agreement with respect to said breach or in obtaining damages, therefore.

19 26. Effect of Waiver on Breach. The waiver by any party hereto of a breach of any provision  
20 of this Agreement shall not operate or be construed as a waiver of such breach by any  
21 other party, as an amendment of this Agreement, or as a waiver of any subsequent  
22 breach of the same or any other provisions of this Agreement by such waiving party or by  
23 any other party hereto.

1       27. Duplicate Counterparts. This Agreement may be executed by the various parties on  
2       several separate counterparts hereof, all of which shall together be valid and full binding  
3       upon the parties hereto notwithstanding the fact that the undersigned parties may not  
4       have signed the same counterpart.

5       28. Non-contestability of Agreement. The parties agree not to challenge or contest, and  
6       waive any right to challenge or contest, in any legal or equitable proceeding, in any  
7       forum whatsoever, the validity, legality or enforceability of this Agreement or any or all  
8       its provisions, terms or conditions.

9       29. Recordation of Agreement. Upon enactment of the Resolution, the City shall record  
10      this Agreement, at the expense of Owners and Developers, among the Land Records of  
11      Harford County, Maryland.

12      30. Counterparts. This Agreement may be executed via original, facsimile, or electronic  
13      (pdf) signatures and in any number of counter parts, all of which when taken together,  
14      shall constitute an original of one and the same document.

15                               *[SIGNATURES AND NOTARIAL CERTIFICATES*  
16                               *TO ANNEXATION AGREEMENT ON FOLLOWING PAGES]*



IN WITNESS WHEREOF, and as of the day and year first hereinabove written, the parties hereto have affixed below their respective signatures and seals to multiple counterparts of this Agreement, any of which shall be deemed to be an original.

CITY OF ABERDEEN

\_\_\_\_\_(SEAL)  
Patrick L. McGrady, Mayor

ATTEST:

\_\_\_\_\_  
Monica A. Correll, City Clerk

Date: \_\_\_\_\_

STATE OF MARYLAND, HARFORD COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2021, appeared PATRICK L. MCGRADY, MAYOR OF THE CITY OF ABERDEEN, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged that, being authorized to do so, he executed the within Annexation Agreement as Mayor on behalf of the City of Aberdeen for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

ATTEST: LOCKSLEY MANOR, INC.

By: \_\_\_\_\_ (SEAL)  
Samuel C. Smedley, President

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2021, appeared Samuel C. Smedley known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged that, being authorized to do so, he executed the within Annexation Agreement on behalf Locksley Manor, Inc., for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public  
My Commission Expires:

ATTEST: LOCKSLEY MANOR, INC.

By: \_\_\_\_\_ (SEAL)  
H. Christopher Smedley

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2021, appeared H. Christopher Smedley known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Annexation Agreement, and said person acknowledged that, being authorized to do so, he executed the within Annexation Agreement on behalf of Locksley Manor, Inc., for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public  
My Commission Expires:

**EXHIBIT A**

**NOTICES**

(postage prepaid certified mail, return receipt requested)

**NOTICE TO CITY:**

Phyllis G. Grover  
Director of Planning and Community  
Development  
City of Aberdeen  
60 N. Parke Street  
Aberdeen, MD 21001

With copy to:

Frederick C. Sussman, Esquire  
Council Baradel  
125 West Street, Fourth Floor  
Annapolis, MD 21401

**NOTICE TO OWNERS:**

Mr. Samuel C. Smedley, President  
Locksley Manor, Inc.  
740 Gilbert Road  
Aberdeen, Maryland 21001

With copy to:

Bradley R. Stover, Esquire  
Shaffer, McLauchlin and Stover, LLC  
836 S. Main Street  
Bel Air, Maryland 21014